

JAN 9 8 1991

AFFIDAVIT OF PAUL SAUGET

ENVIRONMENTAL PROTECTION
AGENCY

I, Paul Sauget, being first duly sworn, do upon my oath state as follows:

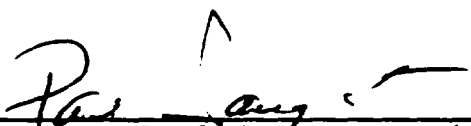
1. I am over the age of twenty-one, under no legal disability, and reside at 2700 Falling Springs Road, Sauget, Illinois 62206.
2. I am the grantor in the deed from me to Illinois State Trust Company (now Magna Trust Company) as Trustee under provisions of a Trust Agreement dated July 13, 1948 and known as Trust No. 2388. Said Deed to Illinois State Trust Company was dated July 13, 1948 and recorded July 14, 1948 in the Recorder of Deeds in St. Clair County, Illinois, in Book 1151 on page 327.
3. A true and accurate copy of said Deed to Illinois State Trust Company is attached hereto as Exhibit A, and conveyed real estate described as follows (the "Property") to-wit:

"All that part of lot numbered one hundred twenty-six (126) of the "Cahokia Commonfields" lying Northwest of the Northwestern Right of Way Line of the East St. Louis, Columbia, and Waterloo Electric Railway; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on page 16 and 17.

Excepting, however, that part thereof conveyed to the Village of Monsanto, for public road purposes by deed from Judith Reynolds and F. W. Reynolds, her husband, dated April 7, 1930 and recorded April 18, 1930 in Book 754 on page 278 of said Recorder's Office."
4. Trust No. 2388 referred to in the Deed to Illinois State Trust Company was what is commonly known as an Illinois Land Trust, and Leo Sauget, my father (now deceased), was the beneficiary of the Trust No. 2388.
5. As the beneficiary of Trust No. 2388 Leo Sauget retained the right to control, manage and collect the rents and profits with respect to the Property and the right to direct the Trustee to execute instruments effecting title to the Property.

6. The sole right and duty of Illinois State Trust Company was to hold legal title to the Property in trust and to execute instruments effecting title to the real estate when directed to do so by the beneficiary. The Illinois State Trust Company had no right to manage, operate or control the Property or to the rents or profits thereof and, to the best of my recollection, it never exercised or attempted to exercise management, operation or control over the Property, or the rents or profits thereof.
7. Between 1948 and 1952, pursuant to the direction of the beneficiary, Illinois State Trust Company conveyed out all of the Property held in the Trust by three separate deeds, copies of which are attached hereto as Exhibits B, C and D.
8. To the best of my recollection, Illinois State Trust Company never had a relationship to the Property as a lender.

Further, the affiant sayeth not.



Paul Sauget

STATE OF ILLINOIS

ss.

COUNTY OF ST. CLAIR

On this 20th day of December, 1990, before me personally appeared Paul Sauget, to me known to be the same person whose name is signed to the foregoing Affidavit, and swore that the statements set forth in said Affidavit are true and accurate and that he signed said Affidavit as his free act and deed.

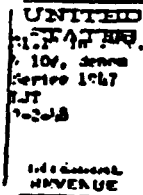
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My commission expires: 1-4-92

Dated this 2nd day of July A.D., 1928.



Lee Johnson (Seal)
Trustee

State Of Illinois)
County of St. Clair.) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lee Johnson Trustee personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 2nd day of July, A.D. 1928.

(Notarial Seal)

Paul Alver
Notary Public

Filed for record this 11th day of July A.D. 1928 at 3:20 A.M. Instr No. 532304

This Instrument Witnesseth, That the Grantor Paul Sauret, a bachelor, of the County of St. Clair and State of Illinois, do hereby for and in consideration of the (\$1,000) Dollars, and other good and valuable considerations in hand paid, Conveys and Warrants unto Illinois State Trust Company, a corporation of Illinois, as trustee under the provisions of a trust agreement dated the 13th day of July 1928, known as Trust Number 2388, the following described real estate in the County of St. Clair and State of Illinois, to-wit: "All that part of lot numbered one hundred twenty-six (126) of the 'Cahokia Cornfields' lying Northwest of the Northwesterly Right of Way line of the East St. Louis, Columbia, and Waterloo Electric Railway; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 222 on pages 16 and 17.

Excepting, However, that part thereof conveyed to the Village of Monmouth, for public road purposes by deed from Judith Reynolds, and F. W. Reynolds, her husband, dated April 7, 1920 and recorded April 18, 1930 in Book 754 on page 278 of said Recorder's Office.

Subject to the rights of the public to travel over the public roads now located on said premises.

Subject to right of Way Easement of record.

To Have And To Hold the said premises with the appurtenances upon the trust and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in, present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 192 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the uses above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, be entitled to be paid, loaned or otherwise by said trustee, be entitled to sue to the satisfaction of any purchase money, rent, or money lawfully or contractually due said premises, or be entitled to sue that the terms of this trust have been complied with, or be entitled to involve into the necessity or expediency of any act of said trustee, or be entitled or privileged to interfere into any of the terms of said trust agreement and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument. (a) that at the time of the delivery thereof the trust created by this indenture and the said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder, (c) that said trustee was fully authorized and empowered to execute and deliver every deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the premises, avails and proceeds arising from the sale or other disposition of said real estate and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the premises, avails and proceeds thereof as aforesaid.

And the said grantor hereby expressly releases and releases and waives all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the execution of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 11th day of July, 1916.

Paul Samuel (Seal)

State of Illinois)
County of St. Clair)

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Samuel, a bachelor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 11th day of July A.D. 1916.

(Notarial Seal)

Witness Helen Keller
Notary Public

Filed for record this 11th day of July A.D. 1916 at 3:30 P.M.

Instr. No. 132315

be

Warranty Deed

This Indenture witnesseth, that the Grantor, Collinsville Homes, Inc. a corporation duly organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the City of Collinsville, in the County of Madison, and State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, conveyed and warrants to C. C. Morris and Lillie Mae Morris, his wife, not as tenants in common, but as joint tenants with right of survivorship of the City of Collinsville County of Madison and State of Illinois the following real estate to-wit:

Lot 258 in "First Addition to Morris Mills", a subdivision of part of Lot 4 of the north half of Section 5, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois reference being had to the plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in Book of plats 43 on page 59, excepting the coal and other minerals underlying said premises.

In witness whereof, the said party of the first part, Guardian as aforesaid, has caused these presents to be executed by its Trust Officer on the day and date first above written.

First National Bank of Belleville,
Belleville, Illinois,
Guardian of Clonus J. Burns, a minor.

By Wm. Handley
Trust Officer

State of Illinois,
County of St. Clair, } ss

I, Frank B. Diogenese, a Notary Public in and for the said County, in the State aforesaid,

Do hereby certify that Wm. Handley, personally known to me to be the Trust Officer of the First

National Bank of Belleville, Illinois, Guardian of Clonus J. Burns, a minor, and

whose name is subscribed to the foregoing deed, appeared before me this day in person and

acknowledged that as such Trust Officer he signed and delivered the said deed pursuant to authority

in a resolution adopted by the Board of Directors of said First National Bank of Belleville as

the free and voluntary act and deed of said First National Bank of Belleville, Guardian of

Clonus J. Burns, a minor, for the uses and purposes therein set forth.
Given under my hand and notarial seal, this 15th day of February, A.D., 1950.

Frank B. Diogenese,
Notary Public

Filed for record this 27th day of Mar. A.D. 1950 at 11:30 A. M. Inscr. #591736.

This indenture, made this 27th day of March, 1950, between Illinois State Trust Company,

a corporation of Illinois, not personally but as Trustee under the provisions of a deed of

goods in trust duly executed and delivered to said Illinois State Trust Company in pursuance

of a certain Trust Agreement, dated the 15th day of July, 1946, and known as Trust Number 2508,

party of the first part, and Aristonette Taylor and Leslie Taylor, her husband, as joint

tenants and not as tenants in common of St. Clair County, Ill. party of the second part.

Witnesseth, that said party of the first part, in consideration of the sum of one (\$1.00)

Dollars, and other good and valuable considerations in hand paid, does hereby convey and unto

said unto said party of the second part, the following described real estate, situated in

St. Clair County, Illinois, to-wit:

"That part of Lot numbered one hundred twenty-six (126) of Monrovia of Cahokia described

as follows: Commencing at a stake in the West line of the Lower Cahokia Road, said stake being

South 4° - 02' West a distance of 90 feet from the Northeast corner of Lot 126 commencing at

Cahokia, thence North 85° 58' East, a distance of 220.0 feet to a stake; thence South 4° - 02'

West a distance of 10.5 feet to a stake in the Southwest corner of Lot 126; thence South 42°

57' East along the Southwest corner line of Lot 126, a distance of 300.9 feet to a stake in the

West line of the Lower Cahokia Road; thence North 4° - 02' East a distance of 215.0 feet to the

point of beginning, containing 0.46 of an acre more or less; reference being had to the plat

thereof recorded in the Recorder's Office of St. Clair County, Illinois, in book of plats "A"

on pages 16 and 17, situated in the County of St. Clair, State of Illinois.

Excepting, however, that part thereof conveyed to the Village of Monrovia, for public

road purposes by deed from Judith Reynolds, and P. W. Reynolds, her husband, dated April 7, 1950

and recorded April 18, 1950, in book 756 on page 278 of said Recorder's Office.

premises.

Subject to right of Way Easement of Record.

together with the remnants and appurtenances thereto belonging.

To Have and to Hold the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed of Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority therewith enabling, free and clear of any lien of said Trustee. This Deed is made, executed and delivered pursuant to Resolution of Board of Directors of said corporation.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Vice-President and attested by its Secretary, the day and year first above written.

(Corporate Seal)

Illinois State Trust Company,
as Trustee, as aforesaid, and not personally.

By D. D. Goodell
Vice-President

Attest J. A. Keener
Secretary

PAID \$1.65 in 50¢
STAMP 25¢ 10¢ 5¢
ILLINOIS
Series 1942-1948
JAN 4 1950
Lee Street
CHICAGO

State of Illinois ss.
County of St. Clair

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do hereby certify that D. D. Goodell vice President, and J. A. Keener, Secretary, respectively, of Illinois State Trust Company, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such vice-President and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Illinois State Trust Company, as Trustee, for the use and purpose therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Illinois State Trust Company, did affix the said corporate seal of Illinois State Trust Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Illinois State Trust Company, as Trustee, for the use and purpose therein set forth, pursuant to Resolution of Board of Directors of said Corporation.

Given under my hand and Notarial Seal this 27th day of March, 1950.
Minnie Corbel
Notary Public
(Notarial Seal)

My commission expires April 12, 1955.
by examination expires April 12, 1955.

This Indenture made this 6th day of March, A.D. 1950 by and between Cecelia Zerweck, an insane person, by Louis F. Zerweck, previously authorized by the Circuit Court of St. Clair County, Illinois, to make and execute a deed of conveyance so as to relinquish the said Cecelia Zerweck's inchoate right of dower in and to the hereinafter described real property, who is hereinafter for convenience called the Grantor, and the First Pentecostal Church of Lebanon, a not for profit corporation organized under the laws of the State of Illinois, hereinafter called the Grantee, Witnesses:

That Whereas, the said Cecelia Zerweck and Louis F. Zerweck are husband and wife, and Whereas, the said Grantor was in the year 1916 adjudged to be insane by the County Court of St. Clair County in the State of Illinois, with said insanity continuing at the present time; and Whereas, the said Louis F. Zerweck, is the owner of an undivided one-fourth interest in the hereinafter described real property, as tenant in common, and he now desires to sell the same,

(1297-188)

EXHIBIT D

This I declare and certify, That the grantor Chicago Securities Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois for and in consideration of Ten and 10/100ths Dollars and pursuant to authority given by the Board of Directors of said corporation, Conveys and Quitclaims unto Martha Webb of the County of Cook and State of Illinois all interest in the following described Real Estate, to wit:-

Lot 5 in Block L of Piggett's Addition in City of East St. Louis situate in the County of St. Clair in the State of Illinois

In Witness Whereof, said grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 21st day of August A.D. 1952

(Signature to Seal)

UNITED STATES
156 in 504
Series 1951
CSC
U-21-52
INTERNAL
REVENUE

Chicago Securities Corporation

By Gerald L. Reaser President
Gerald L. Reaser

Attest: Lawrence C. Mills Secretary
Lawrence C. Mills

State of Illinois)
County of Cook)

I, Frank Penberton, a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Gerald L. Reaser personally known to me to be the President of the Chicago Securities Corporation corporation, and Lawrence C. Mills personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of August A.D. 1952

(Notarial Seal Cook County, Ill)

Frank Penberton
Notary Public

Filed for record this 16th day of December A.D. 1952 at 10:40 P.M. Instrument No. 697453

This Indenture, made this 25th day of November, 1952, between Illinois State Trust Company, a corporation of Illinois, for and on behalf of its Trustee, and as Trustee under the provisions of a deed or deeds in trust duly executed and delivered to said Illinois State Trust Company, in pursuance of a certain Trust Agreement, dated the 13th day of July 1948 and known as Trust Number 2980-- party of the first part, and Leo Saugat and Louise Saugat, his wife, as joint tenants with right of survivorship and not as tenants in common, of St. Clair County, Illinois,

party of the second part.

Witnesseth, that said party of the first part, in consideration of the sum of one and no/100ths Dollars and other good and valuable considerations: have paid, have hereby conveyed and warranted unto said party of the second part, the following described real estate, situated in St. Clair County, Illinois, to-wit:

All that part of Lot numbered One Hundred Twenty-six (126) of the Cahokia Commencement plat, containing the Northeastly Right of way line of the East St. Louis, Columbia, and Waterloo Electric Railway reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of State "B" on pages 16 and 17.

Wherefore, however, that part thereof conveyed to the Village of Bensanto, for public road purposes by deed from Judith Reynolds and F. L. Reynolds, her husband, dated April 7, 1930 and recorded April 10, 1930 in Book 74 on page 270 of said Recorder's Office.

Excepting, However, that part of lot numbered One Hundred Twenty-six (126) of the Common-Fields of Cahokia, conveyed by Trustee's Deed dated August 10, 1948, from Illinois State Trust Company as Trustee under its Trust No. 2588 to Louis P. LeCompte, as recorded in the Recorder's Office of St. Clair County, Illinois, in Book 1151 at page 83 on August 12, 1948 and

Excepting, However, that part of lot numbered One Hundred Twenty-six (126) of the Common-Fields of Cahokia, conveyed by Trustee's Deed dated March 27, 1950 from Illinois State Trust Company as Trustee under its Trust No. 2588 to Antoinette Taylor and Leslie Taylor, her husband, as joint tenants and not as tenants in common, as recorded in the Recorder's Office of St. Clair County, Illinois, in Book 1174 at page 430, on March 27, 1950.

Situated in the County of St. Clair and State of Illinois.

Subject to the rights of the public to travel over the public roads now located on said land,
Subject to Right of Way Easement of record
together with the tenements and appurtenances thereto belonging.

To Have and To Hold the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereto enabling free and clear of any lien of said Trustee. This deed is made, executed and delivered pursuant to Resolution of Board of Directors of said Corporation.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Assistant Secretary, the day and year first above written.

Attest: E. V. Johnson
Assistant Secretary

By _____
D. D. Goodell
Vice President

State of Illinois }
County of St. Clair }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Herewith certify that D. D. Goodell Vice-President and E. V. Johnson, Assistant, Secretary respectively, of Illinois State Trust Company, a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Illinois State Trust Company as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Illinois State Trust Company, did affix the said corporate seal of Illinois State Trust Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Illinois State Trust Company, as Trustee, for the uses and purposes therein set forth, pursuant to Resolution of Board of Directors of said Corporation.

Given under my hand and Notarial Seal this 25th Day of November 1952.

(Notarial Seal)

Minnie Gertel
Notary Public

My commission expires April 12, 1953

Filed for record this 16th day of December A.D. 1952 at 1:45 P.M. Instrument No. 697463

This Indenture Witnesseth, That the Grantors James A. Wischman and Evelyn C. Wischman, his wife, as Joint Tenants and not as Tenants in common, of the County of St. Clair and State of Illinois for and in consideration of One and no/100 dollars, and other good and valuable considerations in hand paid, Convey and warrant unto Illinois State Trust Company, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 12th day of July 1950, known as Trust Number 2616 the following described real estate in the County of St. Clair and State of Illinois to-wit:

Lot Numbered Three (3) in block numbered Four (4) of State Street Place; reference being made to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in

This Trust Agreement, dated this _____th _____ day of June _____,

19. 50, and known as Trust Number 2602, is to certify that ILLINOIS STATE TRUST COMPANY, a corporation of Illinois, as trustee hereunder, is about to take title to the following described real estate in _____

_____ County, Illinois, to-wit:

That part of Lot numbered Fourteen (14), in the Southwest Quarter (1/4) of Section numbered Two (2) in Township One (1) North Range Seven (7) West of the Third Principal Meridian, lying within the East one-half (1/2) of the South West Quarter (1/4) of said Section numbered Two (2); reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on Page 255; excepting, however, that part thereof described as follows, to-wit:

Commencing at the Southeast corner of Lot Numbered Nine (9) in said Quarter (1/4) section as the same appears in said Book of Plats "A" on Page 255, reference thereto being had; running thence Westwardly along the South line of a part of said Lot Nine (9), Seven Hundred and Eighty-Nine and three tenths (789.3) feet to another corner of said Lot Nine (9); running thence Northwardly along the West line of a part of said Lot Nine (9), Three Hundred and Eighty Eight and one tenth (388.1) feet to another corner of said Lot Nine (9); running thence Westwardly along the South line of a part of said Lot Nine (9), Five Hundred and Twenty Nine (529) feet to the Southwest corner thereof; said Southwest corner being in the West line of the East half (1/2) of said Quarter (1/4) Section; running thence Southwardly along said West line Six Hundred and Fifty-Nine and Seven tenths (659.7) feet to a point; running thence Eastwardly Thirteen Hundred and Seventeen and Eight-Tenths (1317.8) feet to a point in the East line of said East half (1/2) of said Quarter (1/4) Section, distant Southward Two Hundred and Seventy One and Six Tenths (271.6) feet from the Southeast corner of said Lot Nine (9), said east line being also the extended east line of said Lot Nine (9); running thence northwardly along said east line Two hundred and Seventy one and six tenths (271.6) feet to the point of beginning, the tract herein described containing Thirteen (13.00) acres, more or less.

ALSO,

The West one-half (1/2) of the Southwest Quarter (1/4) of Section numbered Two (2), in Township Numbered One (1) North, Range numbered Seven (7) West of the Third Principal Meridian, being a part of Lot numbered Fourteen (14); reference being had to the plat thereof recorded in the Recorder's Office of _____ County, Illinois, in Book of Plats "A" on Page 255;

Excepting, however, one (1) acre thereof, conveyed by Celia Ann Alexander to the Trustees of Schools of Township No. One (1) North Range No. Seven (7) West for the use of School District No. Six (6), T. 1 N.R. 7 W., by Warranty Deed dated July 19, 1888 and recorded in said Recorder's Office in Book 197 on page 436, described as follows, to-wit: Commencing the survey thereof at a point in the West line of said Quarter Section from which the Southwest corner of said Section No. 2 bears South 2.00 chains distant; thence North along line 4.00 chains to a post; thence East 2.50 chains to a post from which the Northeast corner of the Foundation of school house bears South 48 1/2° West 1.00 chain distant; thence South 4.00 chains to a post; thence West 2.50 chains to the point of beginning; and

Excepting, further, that part thereof conveyed by the Grantors ~~herein to United States of America, by Warranty Deed dated March 23, 1943~~ and recorded in said Recorder's Office in Book 995 on Page 126, described as follows, to-wit: Beginning at the Southwest corner of said Section numbered Two (2); thence running North 0° 21 1/2' West, One hundred and thirty-two (132) feet; thence South 89° 28 1/2' East, One hundred and Sixty-five (165) feet; thence North 0° 21 1/2' West, Two Hundred and Sixty-Four (264) feet; thence North 89° 28 1/2' West One Hundred and Sixty-five (165) feet; thence North 0° 21 1/2' West, Nine (9) feet; thence South 89° 28 1/2' East, Nine Hundred and Six and Five tenths (906.5) feet; thence South 6° 36' West, Four Hundred and Seven and two tenths (407.2) feet; thence North 89° 28 1/2' West Eight Hundred and Fifty-seven and two tenths (857.2) feet to the point of beginning,

situated in the County of _____ in the State of Illinois.

and that when it has taken the title thereto, or to any other real estate deeded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

Joseph C.
Leo J.
Donald J.
John J.

- 15/64ths interest
- 19/64ths interest
- 15/64ths interest
- 15/64ths interest

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the trustee until the original or a duplicate of the assignment is lodged with the trustee, and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said trustee, together with its expenses, including reasonable attorney's fees, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee, or of provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation.

Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto, that said Illinois State Trust Company will deal with said real estate only when authorized to do so in writing and that (notwithstanding any change in the beneficiary or beneficiaries hereunder) it will on the written direction of

Leo J. during his life time and upon his death, then
on the written direction of Donald J.

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the written direction of such person or persons as may be beneficiary or beneficiaries at the time, make deeds for

(OVER)

or otherwise deal with the title to said real estate, provided, however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder, in his, her or their own right shall have the management of said property and control of the selling, renting and handling thereof, and shall collect and handle the rents, earnings, avails and proceeds thereof, and said trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

The Illinois State Trust Company shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ -0-, also the sum of \$ 80.00 per year for holding title after the 6th day of June, 1950, so long as any property remains in this trust; also its regular schedule fees for making deeds; and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

vice

IN TESTIMONY WHEREOF, Illinois State Trust Company has caused these presents to be signed by its President, and attested by its Secretary, and has caused its corporate seal to be hereto attached as and for the act and deed of said corporation, the day and date above written.

ILLINOIS STATE TRUST COMPANY,

ATTEST: [Signature]
Secretary.

By [Signature]
Vice President.

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

Joseph C. [Signature] [SEAL]
[Signature] [SEAL]
[Signature] [SEAL]
[Signature] [SEAL]
[SEAL]
[SEAL]
[SEAL]
[SEAL]

Address 636 Alhambra St
East St. Louis Ill
646 N. 33rd St
Address St. Louis Ill.
Levee Drive
Address Carrollton, Ill
1916 N. Park Avenue
Address St. Louis Ill.
Address _____
Address _____
Address _____
Address _____
Address _____

May the name of any beneficiary be disclosed to the public? _____
To whom shall inquiries be referred? _____

Trust Agreement
AND
DECLARATION OF TRUST
ILLINOIS STATE TRUST
COMPANY
TRUSTEE

Dated June 6th, 1950
Trust No. 2602
PROMISE 30000